

REMARKS

The following Remarks address the elements of the Detailed Action in the order presented by the Examiner.

Paragraphs 1 and 2:

The Examiner has required an election of species. Applicant confirms the election of Species I, Claims 1-13 and 15, made in a telephone conversation with Applicant's Agent, Robert C. Brown, on January 26, 2006. Species II, Claim 14, is withdrawn from further consideration at this time. No amendment in inventorship is required thereby.

DrawingsParagraph 3:

FIGS. 6 and 7 have been objected to because they do not include reference signs mentioned in the description. Applicant has added the missing reference signs, and Replacement Sheets for FIGS. 6 and 7 accompany this paper.

SpecificationParagraph 4:

The Examiner has objected to the length of the Abstract of the Invention for exceeding 150 words. The Abstract is amended to 148 words.

Claim Rejections Under 35 USC § 103

Paragraph 6:

Claims 1, 2, 6, 8-10, 12, and 15 have been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki et al. (US 5,660,182), referred to herein as "Kuroshaki", in view of Aronson (US 3,906,937), referred to herein as "Aronson". This rejection is respectfully traversed.

Paragraph 7:

Regarding Claim 1, the Examiner holds that Kuroshaki teaches an inflatable cuff having an elongate outer layer and an elongate inner layer with an inflatable bladder disposed therebetween. The bladder is stitched into the inner and outer layers of the cuff at both elongate ends and along one lateral edge. Aronson teaches a cuff "wherein an inflatable bladder (element 20) is disposed within a hollow portion (element 12) of a cuff (element 10). Said bladder is constrained only on the elongate ends (elements 43 and 45) to prevent longitudinal movement (column 6, lines 51-55)." The Examiner finds that it would be obvious to have constructed the blood pressure cuff of Kuroshaki with the improvements of Aronson, "meaning attaching the cuff only at the elongate ends."

Applicant respectfully submits that the bladder 20 of Aronson is only constrained at its longitudinal ends but is definitely not attached to the inner and outer elements, as claimed by Applicant in Claim 1 and erroneously held by the Examiner. A careful reading of the cited Aronson lines (column 6, lines 51-55) shows that "...the inner and outer

surfaces of the inflatable portion (12) are partially transversely stitched together as shown at 43 and 45, respectively." There is no suggestion or teaching to include bladder 20 in the stitching and thereby attach the bladder "to said inner and outer layers along said first and second elongate bladder ends" as held by Examiner and taught and claimed by Applicant at Claim element 1c.

Further, to form the cuff of Kuroshaki without the stitching along one lateral edge, as suggested by the Examiner, would change the fundamental dynamics of the cuff by allowing the bladder to expand laterally in both directions rather than in just one direction. Such a modification is not obvious, nor is it suggested in the prior art. Applicant must point out that Aronson predates Kuroshaki by 22 years and thus was fully available to Kuroshaki, yet Kuroshaki elects to stitch down one lateral edge and thereby teaches away from leaving both lateral edges free, as disclosed by Aronson. Applicant submits that Kuroshaki represents an improvement on Aronson, rather than the reverse as suggested by the Examiner, which is a chronological impossibility.

Further, there is no suggestion in either Kuroshaki or Aronson to combine the teachings of the two disclosures. Applicant respectfully submits that the Examiner has picked and chosen among teachings of the prior art, without any motivation to do so. The court has held that:

The mere fact that the prior art may be modified in the manner suggested by the Examiner does not make the modification obvious unless the prior art suggested the desirability of the modification...It is

impermissible to use the claimed invention as an instruction manual or "template" to piece together the teachings of the prior art so that the claimed invention is rendered obvious. This court has previously stated that one cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. (*In re Fritsch*, 972 F.2d 1260, 23 USPQ 2d 1780 (Fed. Cir. 1992))

For all these reasons, Applicant respectfully submits that the rejection is not supported and should be withdrawn.

Further, the rejections of all claims depending from Claim 1 (Claims 2-13) also should be withdrawn as discussed below.

Paragraph 8:

Regarding Claim 2, the Examiner holds that Kuroshaki further teaches "forming a tubular shape from the cuff (element 10) by joining the opposite end portions of the cuff (column 10, lines 48-57) for the purpose of attaching the cuff to an extremity to measure blood pressure. The resulting tubular cuff (shown in Figure 5) has an outer surface (element 15) defined by the outer member (element 16) and an inner surface (element 17) defined by the inner member (element 18) (column 8, lines 43-45)."

Applicant respectfully responds that the configuration cited by the Examiner is merely a temporary overlapping of the ends of a flat cuff element being wrapped around an extremity for the purpose of making a blood pressure measurement. The cuff is returned to its inherent flat

configuration after such measurement is taken. The ends 24,26 of Kuroshaki cuff 10 are not "connected such that said cuff defines a tubular shape" as claimed by Applicant in Claim 2. Support and definition for "connected" as used in Claim 2 is found at page 11 lines 10-15 and FIG. 4 wherein the "sealed ends 50 and stitchings 24 may be joined 54 as by adhesive or further stitching." Further, the "connection" imputed by the Examiner is not a permanent connection in the sense of adhesive or stitching but is intended specifically as a removable joining by Velcro of an otherwise non-tubular, flat cuff element. This is necessary because the cited cuff is intended for use as a wrap-around cuff which is applied and adjusted around the arm, and removed therefrom by unwrapping when measurement is completed. No such adjustment is either needed or possible with Applicant's claimed cuff. Applicant has amended Claim 2 to specify and emphasize the permanent nature of the connection and tubular configuration. Further, Claim 2 depends from Claim 1 which has already been shown to be novel over the cited prior art.

Paragraph 9:

Regarding Claim 6, the Examiner holds that Aronson's resilient spring clip (element 34) is disposed between the bladder (element 20) and the outer layer (element 16).

Applicant respectfully responds that Claim 6 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 6 is moot.

Paragraph 10:

Regarding Claim 8, the Examiner holds that Aronson's cuff cover (element 10) may be formed of any non-elastic and non-stretchable material.

Applicant respectfully responds that Claim 8 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 8 is moot.

Paragraph 11:

Regarding Claim 9, the Examiner holds that Kuroshaki teaches a flexible tube (element 14) connected to the inflatable bladder (element 40) for the purpose of supplying air for inflation.

Applicant respectfully responds that Claim 9 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 9 is moot.

Paragraph 12:

Regarding Claim 10, the Examiner holds that Kuroshaki teaches that the cuff may be connected to an automatic blood pressure measuring device via an air pipe (element 14).

Applicant respectfully responds that Claim 10 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 10 is moot.

Paragraph 13:

Regarding Claim 12, the Examiner holds that Aronson teaches that the cuff is designed to be wrapped around an extremity and inflated by means such as a hand-squeezable pressure bulb.

Applicant respectfully responds that Claim 12 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 12 is moot.

Regarding the rejection of Claim 15 as being unpatentable over Kurashaki in view of Aronson, the Examiner provides no explanation and hence tranverse by Applicant is not possible.

Paragraph 14:

Claims 3 and 4 have been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki in view of Aronson and further in view of Just (US 6,988,992). This rejection is respectfully traversed.

Applicant respectfully contends that Just is not a valid § 103(a) reference in that this disclosure was not in the public domain at the time of Applicant's filing on February 3, 2004. The Just application was not published until May 13, 2004. Further, Claims 3 and 4 depend from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claims 3 and 4 is moot. For these reasons, the rejection of Claims 3 and 4 is not supported and should be withdrawn.

Paragraph 15:

Claim 5 has been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki in view of Aronson and further in view of Peters (US 4,007,734). This rejection is respectfully traversed.

Applicant respectfully responds that Claim 5 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 5 is moot.

Paragraph 16:

Claim 7 has been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki in view of Aronson and further in view of Nishibayashi (US 6,969,356). This rejection is respectfully traversed.

Applicant respectfully contends that Nishibayashi is not a valid § 103(a) reference in that this disclosure was not in the public domain at the time of Applicant's filing on February 3, 2004. The Nishibayashi application was not published until December 2, 2004. Further, Claim 7 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 7 is moot. For these reasons, the rejection of Claim 7 is not supported and should be withdrawn.

Paragraph 17:

Claim 11 has been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki in view of Aronson and further in view of Lichowsky (US 3,905,353). This rejection is respectfully traversed.

Applicant respectfully responds that Claim 11 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 11 is moot.

Paragraph 18:

Claim 13 has been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki in view of Aronson and further in view of Sokol (US 3,812,844). This rejection is respectfully traversed.

Applicant respectfully responds that Claim 13 depends from Claim 1 which has already been shown to be novel over the cited prior art; therefore, discussion as to the merits of Claim 13 is moot.

Paragraph 19:

Claim 15 has been rejected under 35 USC 103(a) as being unpatentable over Kuroshaki in view of Aronson and further in view of Ogura (US 5,680,869). This rejection is respectfully traversed.

Applicant respectfully responds that the cuff claimed in Claim 1 been shown to be novel over the cited prior art; therefore, disposal of such a novel cuff in an automated blood pressure measuring apparatus, as disclosed for example by Ogura, is also a novel combination and is distinguished over the combination cited by the Examiner.

For this reason, this rejection is not supported and Applicant respectfully requests that the rejection be withdrawn.

Having responded to each and every objection and rejection, and having amended the claims, Applicant respectfully requests early reconsideration of the application and speedy allowance of all claims.

Respectfully submitted,

A handwritten signature in black ink, reading "Robert C. Brown". The signature is written in a cursive style with a large, stylized 'R' and a long, sweeping underline.

Robert C. Brown, Agent for Applicant
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